

SendOutCards Terms and Conditions

- 1. I understand that as a Send Out Cards, LLC ("SendOutCards" or the "Company") Customer:
  - a. I do not have the right to offer for sale SendOutCards products and services.
  - b. I do not have the right to enroll persons in SendOutCards.
- 2. I authorize SendOutCards to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- 3. For account cancelation, inactivity and inventory return contact the person who sold you your account.

**NOTICE OF RIGHT TO CANCEL**

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (Five days for Alaska residents or as required by law).**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SendOutCards, 1825 West Research Way, Salt Lake City Utah 84119 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.**

**I HEREBY CANCEL THIS TRANSACTION.**

**Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_**

**Terms of Purchase**

- 1. You have the ability to automatically purchase SendOutCards products through a Subscription. The

recommended subscription is a monthly standing order. You can designate the day of the month on which your credit card is to be charged; however if you do not designate a specific day of the month, your credit card will automatically be charged on or near the same day of each month which you joined.

- 2. You may cancel your Subscription order online or by submitting a written cancellation notice to SendOutCards at 1825 West Research Way, Salt Lake City Utah 84119. Cancellation notices must be received no later than 15 days prior to the date on which the Subscription would occur in order to avoid the next month's charge. Cancellation of your Subscription will not cancel your customer account.

4. If an account holder cancels his/her Subscription order they may not utilize an autoship plan for 90 days and will be required to pay the non-Subscription price for each Point. Wholesale and specially priced Points are only available through a Subscription plan. All Subscription purchases are non-refundable beginning with the first order following the initial order. If you cancel your monthly Subscription and have not purchased any products your account may be subject to inactivity procedures including deletion of account information.

5. Point expiration will take place at the end of the thirteenth month from date of purchase.

**6. SEND OUT CARDS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEND OUT CARDS SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, ECONOMIC, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, ARISING FROM OR RELATING TO LOSS OF ANY CUSTOMER'S DATA OR ANY OTHER COMPUTER SYSTEM FAILURE OR PROBLEM.**

6. SendOutCards is not responsible for delivery delays, damage to, or loss of cards by the postal service or other mail or delivery companies in the U.S. or any country.

7. All sales are FINAL. The initial sale is subject to the buyer's right to cancel as set forth above.

(Note: All amounts stated in U.S. Dollars. International resident's participation with SendOutCards is based upon acceptance of applications in the U.S. under U.S. laws and regulations. International residents agree to this condition when doing business with SendOutCards.)

## TERMS OF USE

1. Your Acceptance. By using or visiting SendOutCards' ("SOC") website or any SOC products, software, and services provided to you on, from, or through the SOC website or otherwise (collectively the "Services") you signify your agreement to these terms and conditions (the "Terms of Use"), and SOC's privacy notice. If you do not agree to any of these terms or the SOC privacy notice, please do not use the Services. Although SOC may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version [https://www.sendoutcards.com/media/pdf/SOC\\_Terms\\_of\\_Use.pdf](https://www.sendoutcards.com/media/pdf/SOC_Terms_of_Use.pdf). SOC may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

2. Services. These Terms of Use apply to all users of the Services, including users who are also contributors of Content on the Services. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Services. The Services includes all aspects of SOC, including but not limited to all products, software and services offered by or through SOC. The Services may contain links to, or otherwise indicate methods to access third party websites or content providers that are not owned or controlled by SOC. SOC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or content providers. In addition, SOC will not and cannot censor or edit the content of any third-party. By using the Services, you expressly relieve SOC from any and all liability arising from your use of any third-party website or content provider.

3. Accounts. In order to access some features of the Services, you will have to create an account with SOC. You may never use another's account without express written permission to do so. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify SOC immediately of any breach of security or unauthorized use of your account. Although SOC will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of SOC or others due to such unauthorized use.

4. Your Use of Content. The following restrictions and conditions apply specifically to your use of Content.

- (i) The Content on the Services, and the trademarks, service marks and logos ("Marks") on the Services, are owned by or licensed to SOC, subject to copyright and other intellectual property rights under the law.

- (ii) Content is provided to you "AS-IS". You may access Content for your information and personal use solely as intended through the provided functionality of the Services and as permitted under these Terms of Use. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of SOC or the respective licensors of the Content. SOC and its licensors reserve all rights not expressly granted in and to the Services and the Content.
- (iii) You understand that when using the Services, you may expose others to content from a variety of sources, and that SOC is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further understand and acknowledge that your exposure of others to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against SOC with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless SOC, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Services.

5. Your Content and Conduct. As a SOC account holder you may submit Content to the Services. You understand that SOC does not guarantee any confidentiality with respect to any Content you submit. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content through the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content that you submit; and you license to SOC all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Services pursuant to these Terms of Use. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to SOC, you hereby grant SOC a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, and display the Content in connection with the Services. You also hereby grant each user of the Services a non-exclusive license to access any Content you deem "public," through the Services, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Services and under these Terms of Use. The above licenses granted by you are perpetual and irrevocable. You further agree that Content you submit to the Services will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant SOC all of the license rights granted herein.

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7. Limitation of Liability. IN NO EVENT SHALL SOC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION

STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT SOC SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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8. Indemnity. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless SOC, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Services.

9. Ability to Accept Terms of Use. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

10. Assignment. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SOC without restriction.

11. General. You agree that: (i) the Services shall be deemed solely based in Utah; and (ii) the Services shall be deemed a passive website that does not give rise to personal jurisdiction over SOC, either specific or general, in jurisdictions other than Utah. These Terms of Use shall be governed by the internal substantive laws of the State of

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Utah, without respect to its conflict of laws principles. Any claim or dispute between you and SOC that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Salt Lake County, Utah. These Terms of Use, together with any other legal notices published by SOC, shall constitute the entire agreement between you and SOC concerning the Services. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and SOC's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. SOC reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Services following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.

Dated: \_\_\_\_\_